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7

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **SOUTHERN DIVISION**

11 CHRISTOPHE KLOUSSING, an  
individual,

12 Plaintiffs,

13 v.

14 THOUGHTFOCUS, INC. a Delaware  
corporation; NAGANAND  
15 JAGADEESH, an individual;  
SANTHOSH ANANTHAKRISHNAN;  
16 an individual; SHYLES KRISHNAN,  
an individual; and DOES 1 through 100,  
17 inclusive,

18 Defendants.  
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CASE NO.: 8:24-CV-02087-DOC-KES

Hon. Karen E. Scott  
Courtroom: 6D

**STIPULATED PROTECTIVE ORDER**

Complaint Filed: July 12, 2024  
Removed: September 25, 2024

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may be  
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
6 the following Stipulated Protective Order. The parties acknowledge that this Order  
7 does not confer blanket protections on all disclosures or responses to discovery and  
8 that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles. The parties further acknowledge, as set forth in Section  
11 12.3, below, that this Stipulated Protective Order does not entitle them to file  
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
13 that must be followed and the standards that will be applied when a party seeks  
14 permission from the court to file material under seal.

15 **2. GOOD CAUSE STATEMENT**

16 This action is likely to involve trade secrets, customer and pricing lists,  
17 customer information and other valuable research, development, commercial,  
18 financial, technical and/or proprietary information for which special protection from  
19 public disclosure and from use for any purpose other than prosecution of this action  
20 is warranted. Such confidential and proprietary materials and information consist of,  
21 among other things, confidential business or financial information, information  
22 regarding confidential business practices, or other confidential research,  
23 development, or commercial information (including information implicating privacy  
24 rights of third parties), information otherwise generally unavailable to the public, or  
25 which may be privileged or otherwise protected from disclosure under state or federal  
26 statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
27 flow of information, to facilitate the prompt resolution of disputes over  
28 confidentiality of discovery materials, to adequately protect information the parties

1 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
2 necessary uses of such material in preparation for and in the conduct of trial, to  
3 address their handling at the end of the litigation, and serve the ends of justice, a  
4 protective order for such information is justified in this matter. It is the intent of the  
5 parties that information will not be designated as confidential for tactical reasons and  
6 that nothing be so designated without a good faith belief that it has been maintained  
7 in a confidential, non-public manner, and there is good cause why it should not be  
8 part of the public record of this case.

9 **3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

10 The parties further acknowledge, as set forth in Section 14.3, below, that this  
11 Stipulated Protective Order does not entitle them to file confidential information  
12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
13 and the standards that will be applied when a party seeks permission from the court  
14 to file material under seal. There is a strong presumption that the public has a right  
15 of access to judicial proceedings and records in civil cases. In connection with non-  
16 dispositive motions, good cause must be shown to support a filing under seal. *See*  
17 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
18 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*  
19 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
20 stipulated protective orders require good cause showing), and a specific showing of  
21 good cause or compelling reasons with proper evidentiary support and legal  
22 justification, must be made with respect to Protected Material that a party seeks to  
23 file under seal. The parties' mere designation of Disclosure or Discovery Material  
24 as CONFIDENTIAL does not—without the submission of competent evidence by  
25 declaration, establishing that the material sought to be filed under seal qualifies as  
26 confidential, privileged, or otherwise protectable—constitute good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial,  
28 then compelling reasons, not only good cause, for the sealing must be shown, and

1 the relief sought shall be narrowly tailored to serve the specific interest to be  
2 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9<sup>th</sup> Cir.  
3 2010). For each item or type of information, document, or thing sought to be filed  
4 or introduced under seal, the party seeking protection must articulate compelling  
5 reasons, supported by specific facts and legal justification, for the requested sealing  
6 order. Again, competent evidence supporting the application to file documents  
7 under seal must be provided by declaration.

8 Any document that is not confidential, privileged, or otherwise protectable in  
9 its entirety will not be filed under seal if the confidential portions can be redacted.  
10 If documents can be redacted, then a redacted version for public viewing, omitting  
11 only the confidential, privileged, or otherwise protectable portions of the document,  
12 shall be filed. Any application that seeks to file documents under seal in their  
13 entirety should include an explanation of why redaction is not feasible.

14 **4. DEFINITIONS**

15 4.1 Action: this pending federal lawsuit, *Christophe Kloussing v.*  
16 *ThoughtFocus, Inc.*, Case No. 8:24-cv-02087-DOC-KESx.

17 4.2 Challenging Party: a Party or Non-Party that challenges the designation  
18 of information or items under this Order.

19 4.3 "CONFIDENTIAL" Information or Items: information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify for protection  
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
22 Cause Statement.

23 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 4.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 "CONFIDENTIAL."

28 4.6 Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced or  
3 generated in disclosures or responses to discovery in this matter.

4 4.7 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this Action.

7 4.8 House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10 4.9 Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12 4.10 Outside Counsel of Record: attorneys who are not employees of a party  
13 to this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm which  
15 has appeared on behalf of that party, and includes support staff.

16 4.11 Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21 4.13 Professional Vendors: persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25 4.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as "CONFIDENTIAL."

27 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1 **5. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only Protected  
3 Material (as defined above), but also (1) any information copied or extracted from  
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
5 Material; and (3) any testimony, conversations, or presentations by Parties or their  
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial  
8 judge and other applicable authorities. This Order does not govern the use of  
9 Protected Material at trial.

10 **6. DURATION**

11 Once a case proceeds to trial, information that was designated as  
12 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
13 as an exhibit at trial becomes public and will be presumptively available to all  
14 members of the public, including the press, unless compelling reasons supported by  
15 specific factual findings to proceed otherwise are made to the trial judge in advance  
16 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
17 showing for sealing documents produced in discovery from “compelling reasons”  
18 standard when merits-related documents are part of the court record). Accordingly,  
19 the terms of this protective order do not extend beyond the commencement of the  
20 trial.

21 **7. DESIGNATING PROTECTED MATERIAL**

22 7.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under  
24 this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. The Designating Party must designate for  
26 protection only those parts of material, documents, items, or oral or written  
27 communications that qualify so that other portions of the material, documents, items,  
28 or communications for which protection is not warranted are not swept unjustifiably

1 within the ambit of this Order.

2 Mass, indiscriminate or routinized designations are prohibited. Designations  
3 that are shown to be clearly unjustified or that have been made for an improper  
4 purpose (e.g., to unnecessarily encumber the case development process or to impose  
5 unnecessary expenses and burdens on other parties) may expose the Designating  
6 Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it  
8 designated for protection do not qualify for protection, that Designating Party must  
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 7.2 Manner and Timing of Designations. Except as otherwise provided in  
11 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material  
12 that qualifies for protection under this Order must be clearly so designated before the  
13 material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
19 contains protected material. If only a portion or portions of the material on a page  
20 qualifies for protection, the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection  
23 need not designate them for protection until after the inspecting Party has indicated  
24 which documents it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be  
26 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
27 it wants copied and produced, the Producing Party must determine which documents,  
28 or portions thereof, qualify for protection under this Order. Then, before producing



1 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
2 legend” to each page that contains Protected Material. If only a portion or portions  
3 of the material on a page qualifies for protection, the Producing Party also must  
4 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
5 margins).

6 (b) for testimony given in depositions that the Designating Party identify  
7 the Disclosure or Discovery Material on the record, before the close of the deposition  
8 all protected testimony.

9 (c) for information produced in some form other than documentary and for  
10 any other tangible items, that the Producing Party affix in a prominent place on the  
11 exterior of the container or containers in which the information is stored the legend  
12 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
13 protection, the Producing Party, to the extent practicable, shall identify the protected  
14 portion(s).

15 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
16 failure to designate qualified information or items does not, standing alone, waive  
17 the Designating Party’s right to secure protection under this Order for such material.  
18 Upon timely correction of a designation, the Receiving Party must make reasonable  
19 efforts to assure that the material is treated in accordance with the provisions of this  
20 Order.

## 21 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 8.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court’s  
24 Scheduling Order.

25 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process under Local Rule 37.1 et seq.

27 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
28 joint stipulation pursuant to Local Rule 37-2.



1           8.4 The burden of persuasion in any such challenge proceeding shall be on  
2 the Designating Party. Frivolous challenges, and those made for an improper purpose  
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
5 or withdrawn the confidentiality designation, all parties shall continue to afford the  
6 material in question the level of protection to which it is entitled under the Producing  
7 Party's designation until the Court rules on the challenge.

8       **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

9           9.1 Basic Principles. A Receiving Party may use Protected Material that is  
10 disclosed or produced by another Party or by a Non-Party in connection with this  
11 Action only for prosecuting, defending, or attempting to settle this Action. Such  
12 Protected Material may be disclosed only to the categories of persons and under the  
13 conditions described in this Order. When the Action has been terminated, a Receiving  
14 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

15           Protected Material must be stored and maintained by a Receiving Party at a  
16 location and in a secure manner that ensures that access is limited to the persons  
17 authorized under this Order.

18           9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
19 otherwise ordered by the court or permitted in writing by the Designating Party, a  
20 Receiving Party may disclose any information or item designated  
21 "CONFIDENTIAL" only to:

22           (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
23 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
24 to disclose the information for this Action;

25           (b) the officers, directors, and employees (including House Counsel) of the  
26 Receiving Party to whom disclosure is reasonably necessary for this Action;

27           (c) Experts (as defined in this Order) of the Receiving Party to whom  
28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional  
5 Vendors to whom disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or a  
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
11 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
12 not be permitted to keep any confidential information unless they sign the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
14 agreed by the Designating Party or ordered by the court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material may be  
16 separately bound by the court reporter and may not be disclosed to anyone except as  
17 permitted under this Stipulated Protective Order; and

18 (i) any mediators or settlement officers, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation  
23 that compels disclosure of any information or items designated in this Action as  
24 “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall  
26 include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order  
28 to issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to this Protective Order. Such notification shall include a copy of  
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with  
6 the subpoena or court order shall not produce any information designated in this  
7 action as “CONFIDENTIAL” before a determination by the court from which the  
8 subpoena or order issued, unless the Party has obtained the Designating Party’s  
9 permission. The Designating Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material and nothing in these provisions  
11 should be construed as authorizing or encouraging a Receiving Party in this Action  
12 to disobey a lawful directive from another court.

13 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a  
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
17 produced by Non-Parties in connection with this litigation is protected by the  
18 remedies and relief provided by this Order. Nothing in these provisions should be  
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to  
21 produce a Non-Party’s confidential information in its possession, and the Party is  
22 subject to an agreement with the Non-Party not to produce the Non-Party’s  
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-  
25 Party that some or all of the information requested is subject to a confidentiality  
26 agreement with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the Stipulated  
28 Protective Order in this Action, the relevant discovery request(s), and a reasonably

specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

**13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

1 parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the  
3 parties may incorporate their agreement in the stipulated protective order submitted  
4 to the court.

5 **14. MISCELLANEOUS**

6 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 14.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material. If a Party's request to file Protected Material under seal  
17 is denied by the court, then the Receiving Party may file the information in the public  
18 record unless otherwise instructed by the court.

19 **15. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 6, within 60  
21 days of a written request by the Designating Party, each Receiving Party must return  
22 all Protected Material to the Producing Party or destroy such material. As used in this  
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected  
25 Material. Whether the Protected Material is returned or destroyed, the Receiving  
26 Party must submit a written certification to the Producing Party (and, if not the same  
27 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
28 (by category, where appropriate) all the Protected Material that was returned or

1 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
2 abstracts, compilations, summaries or any other format reproducing or capturing any  
3 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
4 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
5 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
6 reports, attorney work product, and consultant and expert work product, even if such  
7 materials contain Protected Material. Any such archival copies that contain or  
8 constitute Protected Material remain subject to this Protective Order as set forth in  
9 Section 6 (DURATION).

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1 **16. VIOLATION**

2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

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6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7  
8 Dated: December 9, 2024

**MCDERMOTT WILL & EMERY LLP**

9 /s/ Yesenia Gallegos

10 By: YESENIA GALLEGOS  
11 MEGAN A. LEE  
12 Attorneys For Defendant  
THOUGHTFOCUS, INC.

13  
14 Dated: December 9, 2024

**LIPELES LAW GROUP, APC**

15 By: /s/ Thomas Schelly

16 KEVIN A. LIPELES  
17 THOMAS H. SCHELLY  
18 Attorneys For Plaintiff  
CHRISTOPHE KLOUSSING

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20  
21 Dated: December 10, 2024

Karen E. Scott

22 Hon. Karen E. Scott  
23 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], have read and understand the  
Stipulated Protective Order that was issued in this Action by the United States  
District Court for the Central District of California on [date] in the case of ***Christophe  
Kloussing v. ThoughtFocus, Inc., Case No. 8:24-cv-02087-DOC-KES***x. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order. In  
compliance with this Order, I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I expressly acknowledge and agree that if I receive materials originally  
designated or reclassified “Highly Confidential – AEO,” I can discuss the documents  
and their contents only with the Counsel for the represented Producing or Receiving  
Party. I cannot share the materials or their contents with any Party, even if I rely  
upon or refer to such information or documents for any purpose in this litigation.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the sole purpose of interpretation and  
enforcement of the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this Action.

I declare under penalty of perjury under the laws of the United States that the  
foregoing is true and correct.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_